

Contract NO. 2021-ERGS-XSTL-QT-003

NOVIUS d.o.o.
Broj 411/2021-1
Datum 24.11. 2021. god.
BEOGRAD

营地设计合同 Camp Design Contract

Party A: SHANDONG LUQIAO GROUP CO. LTD
OGRANAK BEOGRAD - Novi Beograd

Party B: Novius doo Beograd-Zvezdara

营地设计合同

Camp Design Contract

签约方:

Concluded between:

甲方: 山东省路桥集团有限公司塞尔维亚分公司

Party A: SHANDONG LUQIAO GROUP CO. LTD OGRANAK BEOGRAD-Novi Beograd, MB: 29508739, PIB: 112302292, Trg prijateljstva Srbije I Kine 4, Novi Beograd.

乙方: Novius doo Beograd-Zvezdara

Party B: Novius doo Beograd-Zvezdara, MB: 21272787, PIB: 109948058, BRSJAČKA 18, Beograd.

为了修建匈塞铁路诺苏段土建和轨道工程二标段项目, 甲方需要在苏博蒂察市郊修筑一个临时营地, 委托乙方进行设计服务, 经双方协商, 达成以下协议:

In order to build Civil and Track Engineering (Lot NS-II) on Modernization and Reconstruction of Hungarian-Serbian Railway Connection in the Territory of the Republic of Serbia, For Section Novi Sad-Subotica-Border (Kelebia), Party A needs to build a temporary camp in the suburb of Subotica and entrust Party B to provide design services. After negotiation, both parties reach the following agreement:

第 1 条 工作范围

Article 1 Scope of Work

1.1 营地地块位置及面积: 第 829 号, 地块号 94, GGZ 边界外城市用地, 一级地块, 总面积 54430m²。

1.1 Location and areas of the Camp

No. 829, parcel number 94, city land outside the border of GGZ, field 1st Class, in the total area of 54430m².

1.2 乙方提供甲方营地所需的各种设计文件、申请临时许可文件及其他文件, 确保甲方营地获得塞尔维亚政府部门的审批通过和满足使用要求。

1.2 Party B shall provide the design documents, documents regarding application for temporary permits and other documents, in order to ensure that Party A complies with Serbian requirements for obtaining temporary permits.

第 2 条 营地设计要求

Article 2 Camp Design Requirements

2.1 甲方建设的临时营地, 主要房屋结构有集装箱类型、彩钢板房类型和砌筑类型, 为匈塞铁路项目施工工作人员提供住宿、办公室以及食堂, 交通车辆停放, 生活物资仓库, 以及部分工程机械设备和物资临时停放场。营地要求参照甲方提供的平面布置规划图进行设计。

2.1 Main structures of the temporary camp shall include containers, the prefab houses and brick houses, in order to provide accommodation, office, dinning, parking area, living material warehouse and temporary placement for machinery, equipment and materials. The camp shall be designed with reference to the general layout plan provided by Party A.

第 3 条 设计内容

Article 3 Design Contents

营地设计应包括但不限于报价单中所列的以及以下所列的设计内容:

The camp design shall include but not be limited to the design contents listed in the offer and the following:

3.1 基础设施和营地道路设计;

3.1 Infrastructure and camp access roads design

3.2 集装箱房屋设计;

3.2 Design of container houses

3.3 彩钢板房屋设计;

3.3 Design of prefab houses

3.4 砌筑房屋及构筑物设计;

3.4 Design of brick houses and structures

3.5 弱电和强电设施设计;

3.5 Design of weak current & strong current equipment

3.6 给水和排水设施设计;

3.6 Design of water supply & drainage facility

3.7 污水及垃圾处理设施设计;

3.7 Design of sewage and waste water facility

3.8 营地防护设计;

3.8 Design of camp protection

3.9 包含并不限于的设计内容说明:

3.9 It includes but shall not be limited to:

(1) 结构分析: 所有必要的计算、图纸、建筑结构细节。

(1) Structure analysis: all necessary calculations, drawings and structure details.

(2) 乙方制作技术文档时, 要应用科学技术成果, 要符合塞尔维亚国家施工营地设计方面所有的标准规则、技术规程以及其他规定, 并标明甲方施工需要用到的材料设备的名称、规格、尺寸和数量, 以及解决方案。

(2) When making technical documents, Party B shall apply science technology, conform to all standard rules, technical regulations and other rules for design of construction camp in Serbia, and shall indicate materials, structures, equipment, sizes and quantities solutions that Party A needs.

第 4 条 设计服务价格

Article 4 Price for Design Service

4.1 本合同为总价合同, 合同总价为 33,680.00 欧元 (大写: 叁万叁仟陆佰捌拾欧元)。合同价格是固定的, 包含营地设计服务, 所有制作的技术文档, 以及协助甲方获得所有必要的许可的所有服务费用, 营地审批过程中增减工作内容及营地施工中的技术服务也

包括在总价内，但不含增值税。

4.1 The contract shall be a total price lump sum contract. The total contract price is 33,680.00 Euros (in words: Thirty-three Thousand Six Hundred and Eighty Euros). The contract price is fixed, including service of camp design, making of all technical documents, fees of all the services of assisting Party A to get all necessary licenses and permits. Also, other works done during the process of obtaining license of camp design and technical service during construction shall be included in the total contract price. But with the exception of Value Added Tax (VAT).

第 5 条 付款

Article 5 Payment

5.1 乙方完成初步方案并获得位置条件后，甲方支付乙方 50%设计费，即 16,840.00 欧元。

5.1 After Party B completed the Preliminary Solution and obtained of Location Condition, Party A shall pay 50% of the contract price to Party B, which is 16,840.00 euro.

5.2 乙方完成初步设计并获得临时建筑许可后，甲方支付乙方 50%设计费，即 16,840.00 欧元。

5.2 After Party B completed the Preliminary Design and obtained of Temporary Building Permit, Party A shall pay 50% of the contract price to Party B, which is 16,840.00 euro.

5.3 乙方的银行帐号为：_____

5.3 The bank account number of Party B: UNICREDIT BANK 170-0030032051092-18

5.4 根据乙方开具的发票上的币种支付。如付款以塞尔维亚第纳尔支付，第纳尔的金额将根据付款日塞尔维亚国家银行官方中间兑换汇率计算。

5.4 The payment shall be made according to the currency on the invoice issued by Party B. If the payment be made in Serbian Dinar, and the amount of Dinar shall be calculated according to the official middle exchange rate of the National Bank of Serbia on the day of payment.

第 6 条 甲方义务

Article 6 Obligations of Party A

6.1 向乙方提供地块所有权文件及其他必要的文档和数据。

6.1 To submit papers related to the ownership of the plot and other necessary documentation and data to the Party B.

6.2 按照本合同第 4 条和第 5 条的规定和方式向乙方支付设计费。

6.2 To pay Party B the design fee in accordance with Article 4 and Article 5.

6.3 向相关机构缴纳办理许可证的增值税。

6.3 To pay value added tax for permits to the relevant institutions.

第 7 条 乙方义务

Article 7 Obligations of Party B

7.1 负责营地位置的大地测量和地形图的编制。

7.1 Geodetic survey of the location and development of the Cadastral-topographic plan.

7.2 提交设计文件并包括向 CEOP (塞尔维亚提交电子申请的系统) 上传文件，获得所有项目所需的相关技术许可。

7.2 Submission of design documentation including uploading of files to CEOP (system

for submission of electronic requests in Serbia), and obtaining all necessary technical permits related to the project.

7.3 保证此项目严格遵守并按照当地法律上的规划, 技术标准法例和建设法规执行。

7.3 Guarantee that the project shall be executed and planned in accordance with the local laws, technical standard's regulations and constructions rules.

7.4 营地施工中, 所做的任何改变、调整的费用, 如果是因为乙方的设计错误或缺陷造成的, 乙方承担其整改费用和由此造成的损失。

7.4 Any expenses and related losses that have arisen due to change or adjustment during the camp construction which are caused by Party B's design defect or mistake, shall be borne by Party B.

7.5 为了实现最佳的解决方案, 使得营地设计方案得以顺利实施, 在甲方营地施工期间, 乙方设计团队应提供全程的技术服务, 解答甲方施工过程中涉及的设计问题。

7.5 In order to achieve the best solution and make sure the successful execution of camp design plan. Party B's design team shall provide full technical service, and answer all questions regarding design to Party A during the camp construction period.

第 8 条 其他

Article 8 Miscellaneous Agreement

8.1 如在设计和营地施工过程中有数据添增或修改等, 甲乙双方应以书面形式达成协议。

8.1 If there is data added or revised during design and camp construction process, Party A and Party B shall enter into agreement in written form.

8.2 设计期间如甲方更改或更新方案, 在不增加工作范围, 不违反法律规定的情况下, 乙方应无条件配合甲方, 以便项目计划方案拥有更好的解决方案。

8.2 If Party A change or renew the planning during the design period, without extending of scope of work or violating regulations and laws, Party B shall give unconditional assistance to Party A, to make a better solution for project plan.

8.3 如乙方自身原因未能在报价单中明确规定的时间内向甲方提交最终设计方案, 乙方将每日按照收费标准总额的 0.5% 交付与甲方违约罚款金。最高额度违约罚款金为合同总额的 10%。

8.3 If Party B fails to deliver, by its own omission, the final design to Party A within the stipulated time in offer. Party B shall pay penalty to Party A of 0.5% of total amount per day. The highest amount of penalty shall be 10% of total amount.

8.4 对于本合同未提供的所有内容, 将适用《规划和建设法》, 《义务法》, 《建筑特殊规定》以及其他规范该领域的法律规定。

8.4 For everything that is not provided by this contract, the provisions of the Law on Planning and Construction, the Law on Obligations, Special Customs on Construction and other legal regulations that regulate this area, will apply.

8.5 本协议有效期将持续至充分执行合同内的各项条例后, 双方有权通过协商方式提前解除合约。甲乙双方同意如遇争执, 双方将采用协商解决, 如无法协商解决, 便通过贝尔格莱德市商业法庭相关部门解决。

8.5 The contract shall be effective until the day all the provisions in the contract have been performed. Both parties shall be entitled to terminate the contract in advance through amicable negotiation. Both parties agree that all disputes shall be resolved by negotiations, in case dispute fails to be settled, it shall be resolved by Belgrade

Commercial Court.

8.6 这个合约同时拥有中文、英语两种语言。若条款中两种语言有任何差异，英语具有优先解释权。

8.6 This contract is made in Chinese and English. In the event of any differences between the two languages, the English version shall prevail.

8.7 本合同一式四份，甲方两份，乙方两份。

8.7 The Contract is made in four hard copies. Party A holds two copies, Party B holds two copies.

附件 1: 乙方提供的营地设计报价单

Annex 1: Offers for Camp Design provided by Party B

附件 2: 甲方提供的营地总体布置图

Annex 2: General Layout of the Camp provided by Party A

甲方签字:

Signed by Party A:

姓名/Name:

日期/Date:

Wang Yong (王勇)
WANGYONG LUQIAO GROUP
OGRANAK
BEOGRAD
NOVI BEOGRAD
7
Wang Yong

乙方签字:

Signed by Party B:

姓名/Name:

日期/Date:

NOVIUS d.o.o.
NOVIU
BEOGRAD
Zvezdan Stokich
24.11.2021

**To: Hungarian-Serbia Railway NS-II Project Department
Shandong Luqiao Group Co Ltd Ogranak Beograd
Trg Prijateljstva Srbije i Kine 4, 7F
11070 Novi Beograd, Beograd**

Corporate Number: 29508739
Tax Number: 112302292

**Subject: Offer, (date: October 28, 2021), Revision 1, (date: November 16, 2021), Revision 2, (date: November 18, 2021)
for preparation of design documentation for the Temporary Camp (offices and dormitories) in the area of Subotica, for the needs of the Temporary Building Permit**

Dear Sir,

In relation to our discussion and verbal agreement, we are sending our revised Offer, Revision 2.

Our revised Offer includes the same activities like original Offer:

- preparation of a **Preliminary Solution** (for obtaining of Location Condition) and
- preparation of a **Preliminary Design** (for obtaining the Temporary Building Permit).

Design Services, time schedule:

Preliminary Solution (PS) - time for completion: **2 month**, after acceptance of the offer

Preliminary Design (PD) – time for completion: **2 month**, after obtaining of Location Condition

Value of the Services:

We estimate our professional fee to be: 34.400 Euros - VAT not included.

With a discount of 5%: 32.680 Euros.

For Technical Control of Preliminary Design we estimate 1.000 Euros.

So the final Offer for Design documenattion (PS and PD) included Technical control is: 33.680 Euros – VAT and payment of local taxes not included

VAT (20%) will be calculated in each invoice in accordance with Serbian Legislation

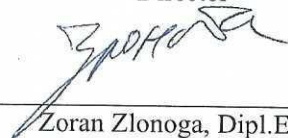
The payments schedule:

- PS handover.....40% of the total fee (13.472 Euros);
- After obtaining of Location conditions.....10% of the total fee (3.368 Euros);
- PD handover.....40% of the total fee (13.472 Euros);
- Obtaining of Temporary Building Permit.....10% of the total fee (3.368 Euros).

Validity of the offer: 15 days

Kind Regards,

Director



Zoran Zlonoga, Dipl.Eng.

